

# **MASTER CONTRACT**

Between the

**Bedford Community**

**School District**

and the

**Bedford Community**

**Education Association**

**July 1, 2006 – June 30, 2007**

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## **ARTICLE (1) PREAMBLE**

The Board of Directors of the Bedford Community School District and the Bedford Community Education Association declare that providing a quality education for the students of Bedford Community School District is their mutual desire and is in keeping with the established goal of the Board.

Therefore, the parties have reached certain understandings which they desire to conform in this Agreement as follows:

## ARTICLE (2) RECOGNITION AND DEFINITIONS

### A. Unit

The Board hereby recognizes the Bedford Community Education Association, an affiliate of the Iowa State Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 693) issued by PERB on July 22, 1976. This instrument covers all professional certified employees, except those excluded under Code of Iowa Chapter 20.4, Section 2. It shall include elementary teachers, secondary teachers, librarians (secondary and elementary), special education teachers (secondary and elementary), guidance counselors, the school nurse, and the technology coordinator.

This instrument does not cover superintendents, building principals and all employees excluded by Section 4 of the act.

### B. Definition of Terms

1. The term **Board**, as used in the Agreement, shall mean the Board of Directors of the Bedford Community School District or its duly authorized representatives.
2. The term **Employee**, as used in this Agreement, shall mean all professional employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term **Association**, as used in this agreement, shall mean the Bedford Community Education Association or its duly authorized representatives or agents.

## **ARTICLE (3) ASSOCIATION RIGHTS**

- A. The rights granted to the professional employees covered under the terms of the contract shall be those as outlined in section 20.8 of the Iowa Code.
- B. The rights granted to the Association by this agreement shall not be granted to any other group claiming to be a teacher's organization.
- C. The Association may request from the Superintendent the use of the District's buildings and duplicating equipment for purposes of Association meetings and to duplicate Association communications to employees. Such building and equipment shall not be used during school hours or times when buildings and equipment are otherwise in use. The Association shall follow the procedures for use of facilities, equipment, and materials as outlined in board policy and as they apply to other groups desiring such use.
- D. The Association shall have the right to post notices of Association meetings, its elections and the results thereof, its social or educational activities, and other notices as may be mutually agreed upon. Such notices may be posted on such bulletin boards as are accessible to and used by employees covered by this Agreement, but not in areas open to students or to the general public. The Association shall also have the right to use the District's school mail/e-mail system for the distribution of other communications.

### **IMPASSE PROCEDURES**

Impasse procedures shall be in accordance with Chapter 20 of the Iowa State Code.

## ARTICLE (4) GRIEVANCE PROCEDURES

### A. Purpose

The purpose of this article is to provide for a mutually acceptable method for the prompt settlement of alleged grievances over interpretation and application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### B. Definition of Terms

1. The term **grievance** means an allegation by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.
2. The term **aggrieved person** means the employee or employees represented by the association filing the grievance.
3. The term **days** when used in this article shall, except when otherwise indicated, mean days on which the business office is open, excluding weekends, holidays and school vacation days. Summer months shall not be considered vacation days.
4. The term **representative** means the person or persons chosen by the aggrieved person to be a representative at all levels of the procedure.

### C. Procedures

#### LEVEL ONE

An employee or a group of employees or the Association with a grievance will first discuss it with the immediate building principal individually with the objective of resolving the matter informally. Such discussion shall commence within five (5) days of the alleged occurrence of the grievance. All discussions and decisions in Level One shall be private. If the aggrieved person is not satisfied with the decision of the immediate building principal, the aggrieved person may proceed to Level Two of the Grievance Procedure. If the grievance is filed as a result of action or inaction by the superintendent, the aggrieved person shall follow the procedures established and described in Levels One and Two with the superintendent rather than the principal.

#### LEVEL TWO

- (1) If, as a result of the informal discussion with the building principal, a grievance still exists, the aggrieved person or the Association may invoke the formal grievance procedure, on the form set forth in Attachment 1. This appeal shall be in writing and include a statement of the decision being appealed and the grounds for regarding the decision as incorrect. It shall state the names of all persons officially present at the Level One proceeding. The grievance form shall be available from the Association representative in each building, and said form shall be signed by the aggrieved person. The grievance form shall be delivered to the appropriate building principal. A copy of the grievance will be provided to the Association.

- (2) The appropriate building principal shall indicate his disposition of the grievance in writing, including supporting reasons therefore, within five (5) days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person and to the Association.
- (3) If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) day period, the grievance shall be transmitted to Level Three within five (5) days. All discussions and decisions in Level Two shall be private.

#### LEVEL THREE

- (1) Within five (5) days of the receipt of the decision rendered by the building principal, the aggrieved person or the Association shall have the option of appealing the building principal's decision to the superintendent. Such appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect. Such appeal or grievance shall be directed to the superintendent and shall be in writing.
- (2) The superintendent, within five (5) days, shall meet with the aggrieved person. Disposition of the grievance shall be made in writing by the superintendent within five (5) days after said meeting. A copy of such disposition shall be furnished to the aggrieved person.

#### LEVEL FOUR

- (1) If the aggrieved person and the Association are not satisfied with the disposition of the grievance by the superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association may submit the grievance to binding arbitration within five (5) days and supply written notice to the Board of the appeal for arbitration. Within ten days after the notice, the Board and the Association shall attempt to agree upon an arbitrator and obtain commitment from the arbitrator to serve.
- (2) If the parties are unable to agree upon an arbitrator within the specified period, a written request for a list of three (3) arbitrators may be made to the Public Employment Relations Board by either party. The parties shall determine by lot which party shall remove the first name within two (2) days. The other party shall have one (1) day to remove one of the remaining names, and the person whose name remains shall be the arbitrator.
- (3) The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final briefs are submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Association and shall be final and binding on both parties.

- (4) The costs for the services of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Miscellaneous

- (1) Separate Grievance File -- It is the prerogative of management to keep files and specify what goes into them. All documents, communications, and records dealing with the processing of a grievance, except those originating with the personnel file, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- (2) Meeting and Hearings -- All meetings and hearings under this procedure shall be conducted in private, if requested, and shall include only the aggrieved person, the administration, witnesses and their designated or selected representatives.
- (3) All parties in the procedure should cooperate in the investigation and dissemination of information regarding any grievance.
- (4) Time limits at any level may be extended by mutual agreement of the parties involved. Such agreement must be in writing.
- (5) Year-End Grievance -- In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual consent of the superintendent and the Association so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of (30) days thereafter.
- (6) Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected by or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at Level Two and beyond.



## Article 4 (b) Equity Clause

Employees and applicants for employment in the Bedford Community School District shall have the right to file a formal complaint alleging discrimination under federal or state regulations requiring non-discrimination in programs and employment. (See attachment 2)

Level One - Principal, Immediate Supervisor or Personnel Contact Person (Informal and Optional - may be bypassed by the grievant)

Employees with a complaint of discrimination based upon their gender, race, national origin, religion, age, marital status or disability are encouraged to first discuss it with their principal, or immediate supervisor, with the objective of resolving the matter informally. An applicant for employment with a complaint of discrimination based upon their gender, race, national origin, religion, age, marital status or disability are encouraged to discuss it with the instructor, counselor, supervisor, building administrator, program administrator or personnel contact person directly involved.

### Level Two - The Equity Coordinator

If the grievance is not resolved at level one and the grievant wishes to pursue the grievance, they may formalize it by filing a complaint in writing on a Grievance Filing Form, which may be obtained from the Educational Equity Coordinator. The complaint shall state the nature of the grievance and the remedy requested. The filing of the formal, written complaint at level two must be within fifteen (15) working days from the date of the event giving rise to the grievance, or from the date the grievant could reasonably become aware of such occurrence. The grievant may request that a meeting concerning the complaint be held with the Educational Equity Coordinator. The Equity Coordinator shall investigate the complaint and attempt to resolve it. A written report from the Equity Coordinator regarding action taken will be sent to the involved parties within fifteen (15) working days after receipt of the complaint.

### Level Three - The Grievance Committee

If the grievance is not resolved not resolved at level two, the grievant may appeal it at level three by presenting a written appeal to the Grievance Committee within ten (10) working days after the grievant receives the report from the Equity Coordinator. The Grievance Committee shall include five persons including one administrator, one instructor, one classified/non certificated employee, one student and one parent/community representative. At least two members of the Grievance Committee shall be selected from the current Educational Equity Advisory Committee (Multicultural, Nonsexist Educational/Affirmative Action Advisory Committee(s)). The Grievance Committee shall include both men and women and reflect racial/ethnic diversity and persons with disabilities when possible.

The grievant may request a meeting with the Grievance Committee to discuss the appeal and the Grievance Committee may request a meeting with the grievant to discuss the appeal. A decision by the Grievance Committee within ten (10) working days after receipt of the written appeal.

### Level Four - Superintendent

If the complaint is not resolved at level three, the grievant may appeal it to level four by presenting a written appeal to the Superintendent within ten (10) working days after the grievant receives the report from the Grievance Committee. the grievant may request a meeting with the Superintendent or his/her designee. The Superintendent may request a meeting with the grievant to discuss the appeal. A decision will be rendered by the Superintendent or his/her designee within ten (10) working days after the receipt of the written appeal.

This procedure in no way denies the right of the grievant to file formal complaints with the Iowa Civil Rights Commission, the Federal Office of Civil Rights, the Equal Employment Opportunity Commission, or the Iowa Department of Education for mediation or rectification of civil rights grievances, or to seek private counsel for complaints alleging discrimination.

The Educational Equity Coordinator is:

Lynne Wallace  
P.O. Box 234  
Bedford, IA 50833  
phone: 712-523-2116  
8:00 a.m. - 4:30 a.m.

## ARTICLE (5) EVALUATION PROCEDURE

- A. The responsibility for determining the efficiency and effectiveness of the employees is one of the primary obligations of management in order to insure the optimum efficiency of the educational enterprise.
- B. Staff with extra curricular contracts will be evaluated annually and a summative evaluation will be completed every three years by a certified licensed evaluator.
- B. A District Administrator shall sign the formal evaluation(s).
- C. Formal Observations - Three formal observations will be conducted for each probationary teacher as defined in the Iowa Code (The first three consecutive years of employment in the Bedford Community School District, however if the teacher has successfully completed a probationary period in another school district located in Iowa, then the probationary period in the Bedford Community School District will be for the first year only. For probationary teachers, two formal observations must be held prior to the required summative evaluation conference (to be completed by March 30). Non probationary employees will be formally evaluated a minimum of once each three school years.
- D. The evaluator or the evaluator's designated representative, either during preschool orientation or within three weeks after the employees' duties officially commence shall acquaint the employees with the formal evaluation procedures to be used.
- E. The formal summative evaluation will be in writing and a copy given to the employee:
  - 1. The evaluator will hold a personal conference with the employee regarding the summative evaluation. The evaluator will indicate areas of strength and/or areas needing improvement.
  - 2. The employee shall have the right, if he/she disagrees with the evaluation, to submit a written explanation to the evaluator and file a copy with the principal within five (5) working days of the evaluation conference.
  - 3. The written response of all evaluations will be attached to the file copy of the evaluation.
  - 4. The employees will be asked to sign the evaluation. Such signatures shall be understood to indicate the employee's awareness of the content but such signature will not necessarily mean agreement with the evaluation.
  - 5. The principal of each administrative center will submit an annual summative evaluation of the probationary teachers to the Superintendent's office to be included in the personnel file.
  - 6. The principal of each administrative center will submit an annual summative of non-probationary teachers at least once every three years to the Superintendent's office to be included in the personnel file.
- F. An employee who has been evaluated has the right to grieve such evaluation on the grounds that the specified evaluation procedures were not followed.
- G. Personnel File Reproductions

1. The employee shall have the right to reproduce one copy of any of the contents of his/her file at district expense.
2. Written comments may be placed in the employee's file after the subject matter of the comment has been discussed with the employee.
3. When any written comments are placed in the employee's file, the employee will be asked to sign the comments and may make any notes from the comments to indicate awareness.

H. Observations and Purposes

1. All formal observations of an employee shall be conducted with the full knowledge of the employee.
2. The observational procedures described in this article are but one method of evaluation. Nothing in this article shall preclude the district from utilizing other methods of evaluation. However, other methods shall not replace the procedures specified in this article.

## **ARTICLE (6) TRANSFER PROCEDURE**

### **A. Voluntary Transfers**

1. Definition - The voluntary change or movement of an employee to a different attendance center or within the same center.
2. All present employees will be given the opportunity to apply and be considered for any vacancy that might occur for which they are qualified. The President of the Association will be notified by the Superintendent of vacancies, staff additions or transfers involving certified staff. Notification during the summer will be made by mail.

### **B. Involuntary Transfers**

1. Definition - The involuntary change or movement of an employee to a different attendance center or within the same center.
2. Procedure
  - a. Notice of an involuntary transfer shall be given in writing to the employee on or before July 1 preceding the contract year.
  - b. A personal conference will be held by the superintendent or his designated representatives with the employee to be transferred.
  - c. During the conference, the reason or reasons for the transfer of the employee shall be given to him/her in writing.
  - d. The decision of the Administration and Board will be final.
  - e. Persons subject to involuntary transfer shall have the right to resign without penalty within four (4) work days of the notification of transfer.

## ARTICLE (7) PROCEDURES STAFF REDUCTION

### A. Coverage

Coverage includes all employees under this Agreement.

### B. Definitions

For purposes of this article, the following terms shall have the following meanings.

1. The term **attrition** means a reduction in the number of employees due to retirement, resignation, or death.
2. The term **nonprobationary** means an employee who is no longer a probationary employee.
3. The term **probationary** means an employee during his or her first three years of employment with the District, or by mutual agreement, during his or her fourth year of employment with the District as per Iowa Code 279.19.
4. The term **continuous** means consecutive years of service to the district except in the case of terminated and recalled employees whose years of service shall be counted as consecutive.

### C. Notification

When a position is to be eliminated, the employer will provide notice (either hand-delivered or by certified mail) to the employee(s) designated by the employer to be affected by the staff reduction. The notice will be delivered according to state regulation preceding the year in which the staff reduction will be effective. A copy of the employee notice will be provided to the Association.

### D. Areas of Staff Reduction

Staff reduction will be accomplished within the following classifications, using the procedures in Paragraph E. The categories following shall be considered as separate units. For middle school teachers (grades 6-8), a teacher will be considered in the reduction category related to his/her certification. Elementary certified staff will be considered a part of the K-6 classification and those with the secondary certification will be considered a part of the 7-12 classification for the curriculum area they are teaching. Temporary certifications will not be considered unless a teacher is currently teaching in that area.

After a transfer, employees will retain seniority in classifications and curricular areas they are currently in. Employees will receive by October 15 notice indicating their total continuous years of service with the Bedford Community Schools (seniority) and their classification. Employees shall have fifteen (15) calendar days to raise objections to the list, and any objections not raised within that time are waived until the time of the next posting. The Association will annually receive a listing of staff members indicating their total continuous years of district service (seniority) their classifications. Classification assignments are made by the employer based on certification and teaching assignment.

1. K-6 Classroom Teacher (including Title 1)
2. K-6 Special Education
3. 7-12 Teacher (within curricular area)

E. Procedures

In the event the employer determines a reduction in staff is necessary, the employer shall reduce employees using the following sequential order within the respective classification.

Sequential Order:

- First: Attrition
- Second: Part-time probationary teachers
- Third: Probationary teachers
- Fourth: Part-time nonprobationary teachers
- Fifth: Teachers with the least continuous years of professional experience in the Bedford Community School District.
- Sixth: Teachers with the least number of graduate credit hours in their classification.
- Seventh: In the event reduction in staff cannot be adequately accomplished through the application of item one through six of this article, the employer shall have sole discretion in determining the reduction from among the category of employees after step five who are of equal seniority status.

The application of procedures one through six shall not require the employer to reduce an employee if the reduction of that employee would result in the elimination of a program.

F. Displacement Procedures

An employee who is notified of possible termination due to reduction in force may request the employer to allow displacement of a less-senior employee whose work the former is certified to perform. A written request for the displacement action must be made to the Superintendent or his designee within five (5) calendar days after the employee is notified of possible termination. The employer shall then notify the individual of the action taken within fourteen (14) days of receipt of the written request.

An employee who displaces another employee will be placed on the proper step of the salary schedule for the new position according to his or her experience and preparation and

If the displacement involves secondary school courses the employee must have at least 18 hours in that field, a minor, or experience in the curricular area or areas to be taught within the last five years. Any employee moving into a curricular area through displacement in which they have not taught within the last 5 years or who have not received certification or 6 hours in that area within the last two years will be required to obtain 6 hours of credit during the summer prior to teaching in the area if notified by May 1. If not notified by May 1 the employee will have an additional year to complete.

G. Recall Provisions

1. Employees who are reduced under this article or who resign for reduction reasons, shall be eligible for recall to available positions within the classification the employee held at the time of reduction for a period ending two (2) years after the end of the employee's MASTER CONTRACT period (June 30).
2. The employee shall keep the Board Secretary informed of his or her current address and phone number, and shall inform the superintendent if he or she is no longer interested in being recalled to the District.
3. Notice to recall to available positions shall be sent by certified mail, with return receipt. An employee who is recalled prior to June 1 for the following year shall personally contact the superintendent or his designee within ten (10) calendar days after the recall notice is delivered. An employee who is recalled on or after June 1 for the following year shall personally contact the superintendent or his designee within five (5) calendar days after the recall notice is delivered. Failure to report within such time limits shall result in loss of recall rights. A copy of the notice will be provided to the Association.
4. An employee recalled pursuant to these provisions shall be entitled to any fringe benefits and placement on the salary schedule accrued at the time of reduction.
5. An employee who is recalled for a position after having been terminated under provisions of Paragraph E shall be placed on the salary schedule one step above that of the contract year in which said employee was terminated. If the employee is at the maximum in his or her training lane, he or she shall be reinstated at that level, with all accrued benefits and seniority.



## **ARTICLE (8) EMPLOYEE HOURS**

### **A. In School Work Year**

1. Regular Contract - The in-school work year for employees contracted on a nine-month basis shall not exceed one hundred ninety (190) days.
2. Definition of In-School Work Year - The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which employee attendance is required.
3. Non-attendance - employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings.

### **B. Length of Day**

All full-time employees covered under this contract shall work eight (8) consecutive hours per contract day. The start/stop of this eight (8) hour work day shall be at the discretion of the Superintendent and/or his designated representative(s). However, the Superintendent may designate specific days as exempt from this eight-hour provision where circumstances, for the benefit of the district, are justified and may vary or extend "normal" working hours.

### **C. Arrival and Dismissal Time**

1. Part-time employee's working hours shall be set by the building principal.
2. On Fridays the employee's day shall end at 3:45.
3. Professional employees, assigned evening duties for which they receive no reimbursement, may leave immediately after the buses on days they work.
4. The Superintendent and/or designated representative(s) may shorten the length of the work day in case of inclement weather (may or may not include heat) or inadequacy in plant facilities.

### **D. Lunch Period**

1. Professional employees shall have a reasonable time daily for lunch, with an average of thirty minutes daily each week.
2. Professional employees may leave the school premises during their lunch period by notifying their principal and/or principal designee.

E. Miscellaneous

1. Professional employees may leave the school premises with permission of his/her or their building principal during planning/preparation time.
2. Professional employees may have earlier or later arrival times or earlier or later departure times for personal or duty reasons on an individual basis when approved by the building principal.
3. Professional employees shall be consulted prior to any student teaching supervision responsibilities. The professional employee has the right to designate use of the stipend for having a student teacher.

F. In service Training

An annual survey of the in-service needs of the faculty may be conducted by the BCEA of all professional staff prior to March 1 (each year). Survey results may be submitted to the administrators for their consideration in planning the yearly in-service programs.

G. Planning/Preparation Time

Professional employees shall, in addition to their lunch period, have daily preparation time.

## **ARTICLE (9) HOLIDAYS AND SCHOOL CALENDAR**

### **A. Holidays**

The regular and extended contract of employees shall include five (5) paid holidays. Such holidays shall include Labor Day, Thanksgiving Day, Christmas, New Year's Day and Memorial Day. No employee shall be required to perform duties on any of the above holidays.

### **B. School Calendar Committee**

A committee shall be formed to collect information. The committee shall consist of the superintendent and four (4) staff members of the Association, chosen by the Association. The committee will submit written recommendations, to the Association and the Board concerning the calendar for the forthcoming school year. The recommendation must be approved by both the Association and the Board prior to the implementation of the calendar.

## ARTICLE (10) TEMPORARY LEAVES OF ABSENCE

### A. Sick Leave

1. Sick leave shall be that specifically indicated by state law as follows:

Ten (10) days for the first year of employment within the District; eleven (11) days for the second year; twelve (12) days for the third year; thirteen (13) days for the fourth year; fourteen (14) days for the fifth year; and fifteen (15) days thereafter to accumulate to a maximum of one hundred fifteen (115) days. Sick leave deductions shall be made from the yearly allocation for the respective employee. Once exhausted, deductions will then be made from the employee's accumulated total for prior services.

2. Notification of Accumulation - Employees shall be given a copy of a written accounting of accumulated sick leave days the first day of the school year.
3. Up to (5) adoptive leave days per year may be granted and deducted from the sick leave days allocated. These days may be used for adoption procedures, travel time, legal work, and other needs related to adoption.
4. Pregnancy leave will be treated as an illness to be covered under the sick leave section of this Agreement on the written recommendation of the doctor.

### B. Personal Leave

Personal Leave of up to two (2) days will be granted with full pay for employee's personal matters that can't reasonably be taken care of during hours the employee is not at work. Employees will be compensated for any unused personal days at the end of the year at the substitute rate of pay. Compensation will be based on full days.

Personal Leave is subject to the following conditions:

1. No personal leave will be granted during the first two weeks of school, the last two weeks of school, or on the day before or after a holiday or recess period.
2. Written application is to be submitted to the building principal at least three (3) days in advance of the date requested.
3. No more than five (5) employees may have a paid personal leave at any one time.
4. Personal leave may be used for job hunting or interviews only in the case of those affected by staff reductions.
5. Any of these conditions may be waived by the superintendent as he/she deems appropriate.

C. Jury and/or Legal Leave

Any employee called during school hours to appear in any judicial or administrative proceeding other than arbitration, or asked to testify in any arbitration matter, shall have any necessary days provided for such time. During such absences the employee will submit their compensation to the Board in exchange for their regular salary.

D. Bereavement

Up to five (5) days of leave with pay may be allowed at any one time in the event of the death of an employee's spouse, child, parent, grandparent, grandchild, son or daughter-in-law, father or mother-in-law, brother or sister-in-law, brother or sister.

On the approval of the superintendent or his/her designee, up to one day of leave may be allowed at any one time, in the event of the death of any other relative or friend.

E. Family Illness - Emergency Leave for Critical Illness

The superintendent or his/her designee may allow absence in the event of illness in the employee's immediate family (spouse, child, parent, grandparent, grandchild, son or daughter-in-law, father or mother-in-law, brother or sister-in-law, brother or sister).

Up to five days of Family Illness leave may be granted to spouse for care of newborn.

Any days approved shall not result in loss of pay, but shall be deducted from the accumulated sick leave of the employee. A maximum of 12 weeks unpaid leave of absence may be taken in compliance with the Federal Family Medical Leave Act of 1993.

F. Military Leave

Leave of absence shall be granted for any period of active state or federal military service. Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave as provided in Chapter 29A of the Code of Iowa.

G. Professional Leave

At the discretion of the administration

H. Association Leave

Up to two (2) days of paid leave shall be available for a representative of the Association to attend the ISEA Delegate Assembly. Notice shall be given to the building principal at least five (5) days in advance except in the case of an emergency.

## I. Extended Leave of Absence without Pay

Leaves of absence not in excess of one (1) year may be granted upon request of the employee without pay or benefits. Extended leave shall be limited to no more than one secondary employee and one elementary employee.

1. Educational leave is for an employee to become a full time graduate student at an accredited college or university in the field of study corresponding to their major area of assignment. Educational leave must be approved by the Board. An employee must have been employed by this district for 3 continuous years to be eligible for educational leave.
2. An employee may be granted an extended leave to serve as President of the Iowa State Education Association, President of the National Education Association, or Teacher of the Year. (Is exempted from April 1 notification.)
3. The Board may grant other unpaid leave or leave past the deadline, that they deem appropriate and a suitable replacement can be found.
4. While on extended leave, the employee's accumulated sick leave and placement on the salary schedule shall be frozen. Insurance benefits may continue at the expense of the employee and subject to the approval of the insurance carrier.
5. An employee who is granted a leave of absence for a regular school year must indicate a desire to return at the time all other employees sign a contract for the new year.
6. Application for extended leave shall be in writing no later than April 1st of the year preceding the academic year for which the leave is intended unless waived by the board.

## **ARTICLE (11) INSURANCE**

The Board agrees to provide all employees with the following paid insurance protection.

**A. Health and Major Medical**

The Board will authorize an expenditure covering one full unit of insurance per month for each employee for the purchase of comprehensive, hospitalization and major medical insurance plan. Employees wishing a family policy will be allowed to pay the difference. If a husband and wife are covered by this contract, the cost of each single unit will be applied toward a family plan if desired by the employees. Each employee shall sign an insurance authorization card prior to September 10 to verify coverage and authorize appropriate insurance deductions for the school year (September through August).

**B. Worker's Compensation**

Each employee shall be covered by worker's compensation, paid for by the board.

**C. Selection of Carriers**

The Association may recommend, but the Board will make the final selection.

**D. Coverage**

The Board-provided insurance program shall coincide with the insurance carrier's contract. Employees new to the district shall be covered by the Board provided insurance programs starting the first day of the first full month of employment. Employees shall receive an amount of fringe benefits proportional to their employment status. For example, an employee in a half-time position will receive one-half the fringe benefits a full-time employee receives. This provision shall apply to all leave, insurance or other applicable fringe benefits. This provision shall not apply to mileage reimbursement or to part-time employees employed prior to the 1980-81 contract.

**E. Tax Sheltered Annuity Option**

An employee who has coverage provided under their spouse's medical plan, shall have the option of having 85% of the health premium sum applied to a tax-sheltered annuity of the employee's choice. The employee choosing to opt-out of the Board provided coverage, must fulfill the requirements of the insurance company and provide the Bedford School District with proof of insurance with another carrier

F. Continuation

1. In the event that an employee, absent because of illness or injury has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year.
2. Employees on paid leave shall continue to have Board contributions made according to the level described above.
3. Employees on non-paid leave for twenty consecutive working days or longer shall have the option to continue any or all of the Board-Paid programs by paying the premiums themselves to the Board within (30) days of the billing date.



## **ARTICLE (12) HEALTH**

### **A. New Employee**

All new employees are required to provide evidence of physical health sufficient to perform assigned duties. This includes all test required by state law, including a TB test. Such evidence shall be limited to a statement from a licensed physician, submitted by August 15 of the current contract year.

### **B. Triennial Employee's Physical**

After initial employment, the employee shall have a medical examination every three (3) years to provide evidence of physical health. This includes all tests required by state law, including a TB test. Such evidence shall be limited to a statement from a licensed physician, submitted by August 15 of the current contract year.

### **C. Other Examinations**

The administration may require an examination when, in its judgment, such an examination is relevant to an employee's performance or status, at which time the Board will specify the physician and type of examination. The cost of this required examination will be paid by the Board. Reasons for the required physical and a report of the findings will be given in writing to the employee.

## **ARTICLE (13) DUES DEDUCTIONS**

### **A. Authorization**

Any employee may sign and deliver to the Association an assignment authorizing payroll deduction of professional dues. The Association shall deliver authorization cards to the District Secretary's office not later than September 10. New authorization cards shall be required each school year. Employees who become members of the Association after September 10, and wish payroll deduction of dues, shall deliver authorization cards at such time as they become members.

### **B. Regular Deduction**

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of the total dues from the regular salary check of the employee each month for ten months, beginning in September and ending in June of each year.

### **C. Pro-rated Deduction**

Employees who begin dues deduction after September 10 shall have the total dues prorated on the basis of the remaining ten (10) months. Dues are to be paid in full through the June pay day.

### **D. Transmission of Dues**

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period.

### **E. Termination**

An employee may terminate the dues deduction at any time by giving thirty (30) days written notice to the employer. A revocation of the authorization to deduct dues shall be filed in writing with the board secretary and with the Association.

### **F. Indemnification**

The Association agrees to indemnify the Board, the Board Secretary-Treasurer and administrators against any and all claims, costs, suits or other forms of liability, including court costs, arising out of the application of the provisions of this article.

## **ARTICLE (14) WAGES AND SALARIES**

### **A. Schedule**

The salaries of all employees are covered by the regular salary schedule set forth and attached hereto (refer to Schedule A and addendum).

### **B. Placement on Salary Schedule**

#### **1. Adjustments**

Each current employee shall be placed on the revised schedule in compliance with previous placement.

#### **2. Experience**

Certified employees entering the Bedford Community School District experienced in other school systems may be given credit for outside teaching experience up to ten (10) years.

#### **3. Nurse**

The nurse will receive 80.5% of his/her step on the BA line with an Associate degree. The nurse will receive 100% of his/her step on the salary schedule with a BS in nursing and also be able to move horizontally upon obtaining graduate hours.

### **C. Advancement on Salary Schedule**

#### **1. Increments**

Employees on the regular salary schedule shall be granted one year increment or vertical step on the schedule for each year of service until maximum for their education classification is reached. A year of service consists of employment in the Bedford Community School District for ninety (90) consecutive teaching days or more in one school year. However, the employee will not advance a vertical step for the 1987-88 contract year because of the "held-on-step" clause on the collective bargaining agreement.

#### **2. Educational lanes**

When an employee desires to move from one educational lane to the next, the employee shall make written application to the Superintendent indicating the planned adjustment in his/her educational lanes on the schedule. The application must be submitted at least 90 days prior to the start of the new contract period in which the adjustment would take place. The employee shall provide an official transcript verifying successful completion of the college credit with the Superintendent no later than September 10 of the new contract period. Employees who move from one educational lane to a higher educational lane may receive one experience increment.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20 of the month. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.

2. Exceptions

Employees who are new in the teaching profession may, at their request, elect to receive a ten-day prorated amount of their salary after completing the (10) consecutive work day. Any other exceptions to the pay period will require a written request to the Board for approval.

3. Summer Checks

Summer checks will be mailed to the address designated by the employee.

4. Supplemental Pay

Supplemental pay for duties performed during the regular school term will be paid according to Article 14, Section D.

E. Extended Contract

The salary schedule is based on the regular school calendar. Any employee whose assignment exceeds the regular employee work year and hours will be compensated on a per diem rate as follows: 1/190 of the annual salary, and hours shall be a prorated portion of the per diem rate. Any employee paid for any work in addition to the regular contract shall be given a written contract for that extension. Such contract shall set forth the terms of payment for the extension and the duties to be performed. Any extended contract initiated under the current contract continues on that rate of pay until the new school year begins. Extended contracts shall be issued 30 days prior to the start of the contract.

F. Phase III

1. Separation of Phase III

Any and all salary or wage stipulation agreed to between the Association and the District on the district's Phase III plan shall remain apart from this Master Contract.

Participation in Phase III activities shall be on a paid voluntary basis, with the exception of activities conducted during the regular school day and in-school work year as defined in Articles 8 and 9 of this Master Contract. Participants required to do Phase III activities during the regular school day shall be paid from Phase III funds in addition to their regular salary. Disapproval of plan, failure to meet specified goals of plan, or non-participation shall not in any way be used in the evaluation of the teacher's overall performance.

G. Retirement

1. When retiring, any employee with ten (10) years of continuous service to the district who has accumulated a minimum of 105 sick days at the end of the year of retirement will be reimbursed at one-half (1/2) substitute rate of pay for unused sick days.

**BEDFORD COMMUNITY SCHOOL DISTRICT**  
**Salary Schedule A**  
**2006-2007 School Year**

<b>YEAR ON JOB</b>	<b>BASE</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>
1ST	\$24,485	\$25,464	\$26,444	\$27,423	\$28,403	\$29,382
2ND	\$25,027	\$26,006	\$26,986	\$27,965	\$28,944	\$29,924
3RD	\$25,569	\$26,548	\$27,528	\$28,507	\$29,486	\$30,466
4TH	\$26,111	\$27,090	\$28,069	\$29,049	\$30,028	\$31,008
5TH	\$26,652	\$27,632	\$28,611	\$29,591	\$30,570	\$31,549
6TH	\$27,246	\$28,479	\$29,458	\$30,438	\$31,417	\$32,397
7TH	\$27,839	\$29,326	\$30,305	\$31,285	\$32,264	\$33,244
8TH	\$28,433	\$30,173	\$31,153	\$32,132	\$33,111	\$34,091
9TH	\$29,026	\$31,020	\$32,000	\$32,979	\$33,959	\$34,938
10TH	\$29,619	\$31,867	\$32,847	\$33,826	\$34,806	\$35,785
11TH	\$30,213	\$32,715	\$33,694	\$34,673	\$35,653	\$36,632
12TH	\$30,806	\$33,562	\$34,541	\$35,521	\$36,500	\$37,479
13TH	\$31,400	\$34,409	\$35,388	\$36,368	\$37,347	\$38,326
14TH		\$35,256	\$36,235	\$37,215	\$38,194	\$39,174
15TH		\$36,103	\$37,083	\$38,062	\$39,041	\$40,021
16TH			\$37,930	\$38,909	\$39,888	\$40,868
17TH				\$39,756	\$40,736	\$41,715
18TH				\$40,603	\$41,583	\$42,562

## **SCHEDULE ADDENDUM ARTICLE (15) SUPPLEMENTAL PAY**

### **Longevity:**

1. There will be no longevity awarded at the BA lane.
2. For persons at BA+15 a career increment of \$600 will be awarded after 3 years at step 15 (or the fourth year on step 15).
3. For persons at BA+30 a career increment of \$600 will be awarded after 3 years at step 16 (or the fourth year on step 16).
4. For persons at MA, MA+15, MA+30 a career increment of \$700 will be awarded after 3 years at step 18 (or the fourth year on step 18).
5. For persons at MA, MA+15, MA+30 longevity is retained as the employee moves across the educational lanes.

## **ARTICLE (15) SUPPLEMENTAL PAY**

### **A. Extra-Curricular Activities**

#### **1. Approved Activities**

The Board and the Association agree that the extra-curricular activities listed in the extra-curricular salary Schedule C are official school-sponsored activities.

#### **2. Rates of Pay**

Employee sponsorship of extra-curricular activities which extend beyond the regular scheduled in-school day shall be compensated according to the rate of pay as in the schedule which is attached hereto (refer to Schedule B).

### **B. Expenses of Traveling Employees**

1. Employees who may be required to use their own automobiles in the performance of their duties, and employees who are assigned to more than one school per day shall be reimbursed for all such travel at the rate set by Board policy for all driving involving school business done between arrival at the first location at the beginning of the work day and departure from the last location at the end of the regular school day.

2. The same allowance shall be given for use of personal cars for field trips or other administratively approved business of the District.

### **C. Supplemental Pay**

Expenses for additional educational requirements or specific courses required by the Board may be presented to the Board and granted or refused, as it sees fit.

## **SCHEDULE B**

### **LEVEL I**

Shall consist of years one (1) and two (2) at a position with payment as a percentage of the BA base on Schedule A as listed for that position according to Article 15, Section C.

### **LEVEL II**

Shall consist of years three (3), four (4), and five (5) and shall be one hundred and ten percent (110%) of level 1 pay.

### **LEVEL III**

Shall consist of any years after year five (5) and shall be one hundred and twenty percent (120%) of level 1 pay.

### **EXPERIENCE**

All years experience at an assistant position or junior high position shall be applied to a head position or assistant position in any area with one (1) year minimum required at Level II for all new head or assistant coaches.

## **2006-2007 SCHEDULE B**

<b>Percent:</b>	<b>1</b>	<b>2</b>	<b>2.5</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>10</b>
LEVEL I	\$245	\$490	\$612	\$735	\$980	\$1,224	\$1,469	\$1,714	\$1,959	\$2,449
LEVEL II	\$269	\$539	\$673	\$808	\$1,077	\$1,347	\$1,616	\$1,885	\$2,155	\$2,694
LEVEL III	\$294	\$588	\$735	\$881	\$1,175	\$1,469	\$1,763	\$2,057	\$2,351	\$2,938



# BEDFORD COMMUNITY SCHOOL DISTRICT

## Extra-Curricular Salary Schedule C

### for the 2006-2007 School Year

The extra-duty salaries listed below represent the respective percentage of the BA base on Schedule A as used to determine Level I placement on Schedule B.

#### HIGH SCHOOL ATHLETICS

10%	B or G Basketball
10%	Football
10%	Volleyball
10%	Wrestling
8%	High School Cheerleading
8%	Cross Country H.S. & M.S.
6%	B or G Track
6%	Winter Athletic Director
4%	Fall Athletic Director
4%	Summer Athletic Director
4%	B or G Golf
3%	Spring Athletic Director
2%	B or G Tennis

#### ASSISTANT COACHING

6%	B & G Basketball
6%	Football
6%	Volleyball
6%	Wrestling
4%	Track

#### JUNIOR HIGH ATHLETICS

5%	Boys Basketball
5%	Girls Basketball
5%	Football
5%	Volleyball
5%	Wrestling
5%	Baseball or Softball
3%	B or G Head Track
2.5%	Ass't. Track

The following dollar amounts are paid for each time the duty listed is served.

\$15.00	Ticket Seller
\$8.00	Sports Chaperone
\$12.00	Class Substitute

#### K-12 ACTIVITIES

10%	Computer Coordinator
10%	Instrumental Music Secondary
8%	Vocal Music
8%	Concessions Coordinator
6%	Musical Director
5%	Ass't. Computer Coordinator
4%	Fall Play Director
4%	Spring Play Director
4%	Fall Play Technical Director
4%	Fall Play Technical Director
4%	Student Council
4%	Elementary Student Council
4%	FHA
4%	Future Problem Solving
4%	Speech
4%	Business Professionals of America
4%	FFA
3%	Ass't. Musical
3%	Jr. High Cheerleading
2%	Elementary/M.S. Yearbook
2%	Peer Helpers
2%	High School Yearbook
2%	Jr. Class Fund Raising
2%	Jr. Class Prom/Banquet Sponsor (2)
2%	High School Math Contest
2%	Middle School Math Contest
2%	Elementary Math Contest
2%	Elementary Geography Contest
2%	NHS Sponsor
2%	Special Olympics
1%	Elementary Future Problem Solving
1%	H.S. Chorus Concert/Contest Accomp.
1%	Middle School Spelling Contest
1%	Elementary Spelling Contest

#### SUMMER PROGRAMS

10%	Head Baseball
10%	Head Softball
6%	Summer Band
6%	Ass't. Baseball
6%	Ass't. Softball
6%	Summer Weight Room Coordinator

Any individual, who continuously performs the above listed athletic activities as a part of the school day, will have supplemental pay reduced by 1/2 of one percent.

## **ARTICLE (16) DURATION AND SIGNATURE CLAUSE**

### **A. Savings Clause**

In the event that any provisions of this Agreement shall become void or illegal during the term of this Agreement, such provisions shall be deleted from the Agreement to the extent that they violate the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.

### **B. Printing Agreement**

Copies of this agreement shall be printed after agreement between parties on format and content within sixty (60) days after the agreement is signed. Selection of a printer and the printing expenses will be agreed upon and shared equally between the Board and Association. The Agreement shall be presented to all employees employed during the term of this Agreement. The Association will be provided ten (10) additional copies of the Agreement.

### **C. Notices**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following designated addresses or at such address as may be designated by a party in written notification to the other party.

1. If by the Association to the Board at:

Bedford Community Board of Education  
906 Penn. Street  
Bedford, IA 50833

2. If by the Board to the Association at:

President, BCEA  
Bedford Community School  
906 Penn. Street  
Bedford, IA 50833

### **D. Finality and Effect of Agreement**

1. This agreement supersedes and cancels all previous collective bargaining agreements ~~between the Association and the Board of Education~~ term, except as necessary for Phase III amendments.
2. Past practices shall not constitute part of this Agreement, and any subsequent supplemental agreement must be in writing and executed by both parties to be effective.
3. The parties acknowledge that the understandings and agreements arrived at through collective bargaining are set forth in this Agreement.

E. Duration Clause


The provisions of this Agreement shall become effective on July 1, 2006.

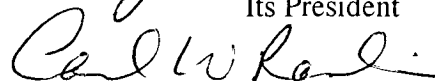
1. Language shall be in force for one (1) year and shall expire on June 30, 2007.
2. Insurance coverage with a \$750 deductible with the \$5/\$10 Copay Rx benefit shall be in force for one (1) year and shall expire on June 30, 2007.
3. Wages, salaries, and supplemental pay shall be in force for one (1) year and shall expire on June 30, 2007.
4. In the event that the Iowa Legislature passes legislation which changes school funding, the District and the Association agree to re-open negotiations for the sole purpose of negotiating the salary schedule.

F. Signature Clause

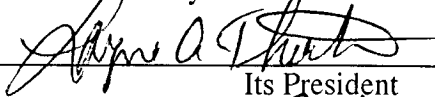
In witness whereof, the parties have caused this agreement to be signed by their respective Presidents, attested by their chief negotiators, and their signature placed thereon.

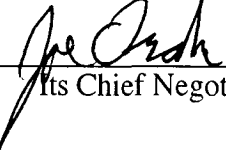
Bedford Community Education Association

By  6/15/06  
Its President Date

By  6/15/06  
Its Chief Negotiator Date

Bedford Community School District

By  6/15/06  
Its President Date

By  6/15/06  
Its Chief Negotiator Date

(Attachment 1)  
**GRIEVANCE REPORT**

Grievance Number \_\_\_\_\_

Date Filed \_\_\_\_\_

\*\*\*\*\*

BEDFORD COMMUNITY SCHOOL DISTRICT

DISTRIBUTION OF FORM

\_\_\_\_\_ Building

1) Association

\_\_\_\_\_

2) Employee

3) Appropriate Supervisor

4) Superintendent

\*\*\*\*\*

**LEVEL II**

1) Date Violation Occurred \_\_\_\_\_

2) Section/s of Contract Violated \_\_\_\_\_

3) Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4) Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5) Persons Present at Level I \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

LEVEL III

\_\_\_\_\_  
Signature of Aggrieved Person                      Date received by Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent                      Date

\*\*\*\*\*

LEVEL IV

A. \_\_\_\_\_  
Signature of Aggrieved Person                      Signature of Association President

B. \_\_\_\_\_  
Date submitted to Arbitration                      Date received by Arbitrator

C. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator                      Date

Attachment 2

## Equity Grievance Documentation

Name of Individual Alleging Discrimination or Non-Compliance:

---

Date: \_\_\_\_\_

State the nature of the complaint and the remedy requested:

Indicate Principal or Supervisor's response to the above complaint:

\_\_\_\_\_  
Signature of Principal or Supervisor

**DUES DEDUCTION AUTHORIZATION FORM**

Authorization for payroll deduction for Education Association Dues

_____	_____	_____
First Name	Initial	Last Name

I hereby request and authorize the Bedford Community School District Board of Education, as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me on my behalf to the treasurer of the:

**BEDFORD COMMUNITY EDUCATION ASSOCIATION**

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof.

Date \_\_\_\_\_ Signature \_\_\_\_\_

\*\*\*\*\*

Amount of Annual Contribution \_\_\_\_\_

Date Deduction Begins \_\_\_\_\_

**INSURANCE AUTHORIZATION CARD**  
(To be completed by September 10)

Name \_\_\_\_\_

Date \_\_\_\_\_

Check to verify health insurance coverage and deductions for the current year that apply for you.

\_\_\_\_\_  
Employee Signature

For Office Use Only

\_\_\_\_\_ amount of monthly deduction  
authorized for family coverage.

\* As per Article 11 Insurance of the Master Contract